

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

In re:	)	
	)	Case No. 17-04113
SOUTHEASTERN PLATEWORKS, LLC,	)	
	)	Chapter 11
Debtor.	)	

**APPLICATION FOR EMPLOYMENT  
OF SPECIAL COUNSEL *NUNC PRO TUNC*  
(Turner, Padget, Graham, & Laney P.A.)**

COMES NOW Debtor In Possession, Southeastern Plateworks, LLC (hereinafter referred "Debtor"), and respectfully submits the instant Application for Approval of Employment of Special Counsel pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a). In support of said Application the Debtor requests the Court to approve the employment of Turner, Padget, Graham & Laney P.A. (hereinafter "Applicants") to represent and assist Debtor, as Special Counsel, in asserting Debtor's mechanic's and materialman lien rights and demands for bond coverage against Commonwealth Dynamics, LTD with regard to property owned by the South Carolina Public Service Authority ("Santee Cooper").

For this request, Debtor and Applicants represent as follows:

1. The Applicants, Turner, Padget, Graham & Laney P.A. whose employment is requested:
  - (a) are professionally qualified and licensed in South Carolina for such employment;
  - (b) are not owed money by the Debtor;
  - (c) do not hold or represent an interest adverse to the Debtor with regard to contemplated representation, except as may be disclosed herein; and
  - (d) their employment is in the best interest of the Estate.

2. Attorneys of Turner, Padgett, Graham & Laney P.A. currently represent Santee Cooper in a completely unrelated matter before the South Carolina Workers' Compensation Commission. This representation has been disclosed to the Debtor, and should not in any way effect Applicant's proposed representation. Altogether different attorneys at Applicant are involved in this unrelated representation. Debtor has signed an engagement letter and conflict waiver attached hereto as "Exhibit A".

3. The specific facts showing the necessity for the employment requested are as follows:

Applicants have been retained by Debtor, pending Court approval, to collect a debt owed to Debtor by Commonwealth Dynamics, LTD. Applicants will collect this debt by, among other thing, asserting mechanics and materialman lien rights against the property and for bond coverage where the material provided by Debtor were used. This property and project belongs to Santee Cooper, and is located in South Carolina.

4. The professional services to be rendered are as follows:

To act as attorneys for Debtor in asserting Debtor's mechanics lien rights and related collection efforts.

5. The reasons for the selection of Applicants are:

(a) Applicants are well qualified and experienced in these matters;

(b) Applicants have expertise with respect to the specific area of law applicable to South Carolina mechanics lien rights;

(c) The areas of representation by Applicants require specialized knowledge, expertise and substantial experience;

6. The representations made in this Application with respect to Applicants apply to each of partner, and associate, and members of the firm, professional corporation or other entity with whom or with which the Applicants are professionally associated.

7. The services of the attorneys are engaged by the debtor in possession under the following circumstances:

A. Attorneys of Applicants have agreed to bill for his services at an hourly rate of:

Ian McVey	\$ 275.00 per hour
Kristen Nichols	\$ 250.00 per hour
Samuel V. Priddy	\$ 225.00 per hour
Paralegals	\$ 125.00 per hour

8. From time to time, or on an interim basis, and at the conclusion of the representation for the litigation identified herein, or as soon as practicable thereafter, Applicants shall file an Application for Compensation with the Court, which Application shall contain information with respect to time spent on such services and such other information as the Court may require and shall itemize with specificity the costs and/or expenses for which reimbursement is sought. Said persons will be heard by the Court in its normal and customary manner, at which time the Court may allow or disallow the Application for Compensation in whole or in part.

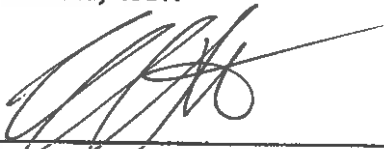
9. With the condition that the Court may allow different compensation after the conclusion of Applicant's employment, if the terms and conditions here proposed prove to have been improvident in light of the developments not capable of being presently anticipated, Applicants proposes the reasonable terms and conditions of Applicants' employment as described in the paragraph next herein above.

10. Any amounts paid to Applicants will be subject to and within the amounts already contemplated and approved for Debtor's professionals in the *Amended Stipulated Order Authorizing Debtor's Limited Use of Cash Collateral, Granting Adequate Protection, and Granting Related Relief* [Doc. 83], and any subsequent amendments to that order.

11. Applicants request their employment be authorized *nunc pro tunc* to December 14, 2017, which is when its work on behalf of Debtor began.

Respectfully submitted this the 20<sup>th</sup> day of December, 2017.

/s/

  
Lee R. Benton (ASB-8421-E631)  
Samuel C. Stephens (ASB-0400-X11T)  
Counsel for Debtor In Possession

**OF COUNSEL:**  
BENTON & CENTENO, L.L.P.  
2019 Third Avenue North  
Birmingham, Alabama 35203  
Phone: (205) 278-8000  
Facsimile: (205) 278-8008  
Email: lbenton@bcattys.com

The above *Application for Employment of Special Counsel* was read and  
consented to by:

  
Southeastern Plateworks

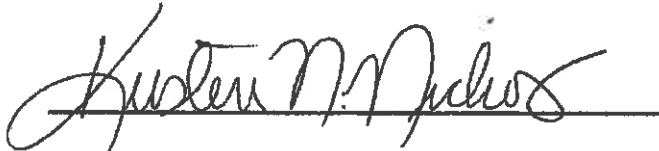
By: Ben Lyon

Its **GENERAL MANAGER**

**VERIFIED STATEMENT OF PERSONS TO BE EMPLOYED**

By their signatures below, the undersigned hereby certify that they have read the above and foregoing Application. As required by Bankruptcy Rule 2014(a), and in accordance with Bankruptcy Rule 9011(b) and 28 U.S.C. § 1746, each of the undersigned declare under penalty of perjury that the statements there made with reference to them and their professional associates are true and correct.

Date: 12/20/17

A handwritten signature in black ink, appearing to read "Kristen N. Nichols", written over a horizontal line.


Kristen N. Nichols

**CERTIFICATE OF SERVICE**

I hereby certify that on the 20<sup>th</sup> day of December, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM-ECF system, which will send notification of such filing to all parties requesting electronic service and by mailing a copy to the **Creditor Matrix**.

Bankruptcy Administrator's Office  
Room 132  
Robert S. Vance Federal Building  
1800 Fifth Avenue North  
Birmingham, Alabama 35203

N. Christian Glenos, Esq.  
Bradley, Arant, Boult & Cummings  
One Federal Place  
1819 5th Avenue North  
Birmingham, Alabama 35203

  
\_\_\_\_\_  
/s/ Lee R. Benton  
Of Counsel

Label Matrix for local noticing  
1126-2  
Case 17-04113-DSC11  
NORTHERN DISTRICT OF ALABAMA  
Birmingham  
Thu Dec 21 11:26:46 CST 2017

Blue Cross and Blue Shield of Alabama  
c/o James P. Roberts  
Burr & Forman LLP  
420 N. 20th Street  
Suite 3400  
Birmingham, AL 35203-3284

F & S Equipment & Supplies, Inc.  
Attn: Donice Key  
3221 2nd Avenue South  
Birmingham, AL 35222-1701

O'NEAL STEEL, INC.  
Maynard, Cooper & Gale c/o Evan Parrott  
11 North Water Street  
Suite 24290  
Mobile, AL 36602-5024

Southeastern Plateworks, LLC  
4466 Pinson Valley Parkway  
Birmingham, AL 35215-2940

AAA Industrial Repair, LLC  
P. O. Box 31  
Odenville, AL 35120-0031

ATS Specialized Inc.  
NW 7130  
P.O. Box 1450  
Minneapolis, MN 55485-7130

Al's Repairs  
P.O. Box 535  
Pell City, AL 35125-0535

Allied Energy Comp., LLC  
2057 Valleydale Road  
Suite 100  
Birmingham, AL 35244-2707

Aveva, Inc.  
10350 Richmond Avenue, Ste. 0  
Houston, TX 77042-4269

AMERICAN EXPRESS BANK, FSB  
C/O BECKETT AND LEE LLP  
PO BOX 3001  
MALVERN, PA 19355-0701

Blue Cross and Blue Shield of Alabama  
c/o Joe A. Joseph  
Burr & Forman LLP  
420 N. 20th Street  
Suite 3400  
Birmingham, AL 35203-3284

IberiaBank  
Bradley Arant Boult Cummings, LLP  
Attn: Chris Glenos  
One Federal Place  
1819 5th Avenue North  
Birmingham, AL 35203-2120

Official Committee of Unsecured Creditors of  
c/o Burr & Forman LLP  
420 20th Street North, Suite 3400  
Birmingham, AL 35203-5210

U. S. Bankruptcy Court  
Robert S. Vance Federal Building  
1800 5th Avenue North  
Birmingham, AL 35203-2111

ALACOMP  
AlaComp, Dept B  
P.O. Box 830520  
Birmingham, AL 35283-0520

Advantage Capital  
909 Pydras Street #2230  
New Orleans, LA 70112-4003

Alabama Graphics & Eng. Supply  
2801 5th Avenue South  
Birmingham, AL 35233-2819

Applied Technical Services  
1049 Triad Court  
Marietta, GA 30062-2259

Babcock & Wilcox  
20 South Van Buren Avenue  
Barberton, OH 44203-3585

Advantage Capital Alabama  
c/o Christian & Small LLP  
1800 Financial Center  
505 N. 20th Street  
Birmingham, AL 35203-4633

Chapel Steel Corporation  
c/o Parnell & Parnell, P.A.  
P.O. Box 2189  
Montgomery, AL 36102-2189

Metalplate Galvanizing L.P.  
Attn: Randall C. Shealy  
1120 39th Street North  
Birmingham, AL 35234-2456

Saginaw Pipe Co., Inc.  
Attn: Jim Boteler  
P O Box 8  
Saginaw, AL 35137-0008

1049 Triad Court  
1049  
Marietta, GA 30062-2259

ARC Document Solutions, LLC  
P.O. Box 935491  
Atlanta, GA 31193-5491

AirGas South  
P.O. Box 532609  
Atlanta, GA 30353-2609

Alabama Sling Center, Inc.  
P.O. Box 637441  
Cincinnati, OH 45263-7441

Argus Steel Products  
P. O. Box 25133  
Richmond, VA 23260-5133

Barfield Murphy Shank & Smith  
P.O. Box 162074  
Atlanta, GA 30321-2074

Birmingham District Tax Office  
P O Box 13156  
Birmingham, AL 35202-3156

Birmingham Fasteners, Inc.  
Department #5564  
P.O. Box 11407  
Birmingham, AL 35246-5564

Black Hawk Inc  
930 Blue Gentian Road Suite 400  
Eagan, MN 55121-1675

Blackhawk Incorporated  
2520 Pilot Knob Road Suite 300  
Mendota Heights, MN 55120-1146

Blue Cross Blue Shield Of Alabama  
P.O. Box 360037  
Birmingham, AL 35236-0037

Brannon Electrical Motor Co.  
3022 6th Ave., South  
Birmingham, AL 35233-3593

Bridgestone Hosepower LLC  
DBA Hosepower USA  
PO Box 861777  
Orlando, FL 32886-1777

C&L Wood Products, Inc.  
62 Walnut Road  
Hartselle, AL 35640-5348

CSM Consulting, Inc.  
15117 Laurel Cove Circle  
Odessa, FL 33556-3121

Carboline  
P.O. Box 931942  
Cleveland, OH 44193-0004

Chapel Steel  
P.O Box 951928  
Dallas, TX 75395-1928

Chapel Steel Corporation  
590 North Bethlehem Pike  
Attn: Justin Koniz  
PA  
Lower Gwynedd, PA 19002-2641

Chatham Steel Corporation  
P.O. Box 930362  
Atlanta, GA 31193-0362

Chemtall US Inc.  
22040 Network Place  
Chicago, IL 60673-1220

Cincinnati Fastener  
21 East 73rd Street  
Cincinnati, OH 45216-2094

Cintas Corporation #0247  
P.O. Box 631025  
Cincinnati, OH 45263-1025

Dennis Swaney Steel Detailing  
Services LLC  
P.O. Box 948  
Nash, TX 75569-0948

Department of Revenue  
Jefferson County Courthouse  
Birmingham, AL 35263

Double H Freight LLC  
c/oProbilling and Funding Service  
PO BOX 2222  
Decatur, AL 35609-2222

Dutch Lubricants, LLC  
P.O. Box 2365  
Columbus, MS 39704-2365

E. Fann Real Estate LLC  
207 Eastside Square  
Huntsville, AL 35801-4802

Eastern Industrial Supplies  
P.O. Box 75106  
Charlotte, NC 28275-0106

Emerson Fann  
207 East Side Square  
Huntsville, AL 35801-4802

ExxonMobil  
Baton Rouge Refinery  
P.O. Box 4275  
Houston, TX 77210-4275

F & S Equipment & Supplies  
P.O. Box 2012  
Birmingham, AL 35201-2012

FabenCo  
2002 Karbach  
Houston, TX 77092-8406

Feralloy Corporation  
8755 West Higgins Road  
Suite 970  
Chicago IL 60631-2735

Feralloy Corporation  
P.O. Box 100174  
Atlanta, GA 30384-0174

Fire Safe  
P.O. Box 857  
Pinson, AL 35126-0857

Fuel Tech  
27601 Bella Vista Parkway  
Warrenville, IL 60555-1617



GHX Industrial LLC  
DBA Valley of Birmingham  
Dept 207 PO Box 4346  
Houston, TX 77210-4346

GWD Con-Serv Inc.  
685 Aviation Blvd.  
Georgetown, SC 29440-8717

General Counsel  
State Department of  
Industrial Relations  
Montgomery, AL 36102

Gorrie-Regan  
2927 Central Ave.  
Birmingham, AL 35209-2567

Grainger  
Dept 865291371  
Palatine, IL 60038-0001

Hamon Research-Cottrell, Inc.  
P.O. Box 1500  
Somerville, NJ 08876-1251

Harmon Cusodis, Inc.  
58 E Main Street  
Somerville, NJ 08876-2312

Harsco Industrial IKG  
Attn: Credit & Collections  
PO Box 310  
Channelview, TX 77530-0310

Harsco Industrial IKG  
P.O. Box 532875  
Atlanta, GA 30353-2875

Hassler Machine Company  
3711 Industrial Parkway  
Birmingham, AL 35217-5316

Heavy Maintenance Supply  
1803 Fifth Avenue  
Jasper, AL 35501-5335

Hornsby Steel, Inc.  
57 Arena Drive  
Cleveland, AL 35049-4036

(p)IBERIA BANK  
PO BOX 52747  
LAFAYETTE LA 70505-2749

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

Internal Revenue Service  
P. O. Box 7346  
Philadelphia, PA 19101-7346

International Paint LLC  
P.O. Box 847202  
Dallas, TX 75284-7202

Jimenez Abel  
c/o Frank G. Alfano, Esq.  
2323 2nd Avenue North  
Birmingham, AL 35203-3807

Johnson Manufacturing Co, Inc.  
P.O. Box 96  
114 Lost Grove Road  
Princeton, IA 52768-7728

Johnson Manufacturing Co, Inc.  
P.O. Box 96  
Princeton, IA 52768-0096

Kennedy Galvanizing, Inc.  
301 Industrial Blvd  
Cullman, AL 35055

Klockner Metals Corp BIR  
NC Receivables Corp  
P.O. Box 200040  
Dallas, TX 75320-0040

Kloeckner Metals Corp APP  
NC Receivables Corp  
PO Box 932090  
Atlanta, GA 31193-2090

Layton Enviromental Eng, LLC  
1900 CrestWood BLVD  
Suite 114  
Birmingham, AL 35210-2056

Lift One LLC  
P.O. Box 602727  
Charlotte, NC 28260-2727

Mayer Electric Company  
P.O. Box 896537  
Charlotte, NC 28289-6537

McMaster-Carr  
P.O. Box 7690  
Chicago, IL 60680-7690

McMaster-Carr Supply Company  
1901 Riverside Parkway  
Douglasville, GA 30135-3150

Metalplate Galvanizing, L.P.  
P.O. Box 1463  
Birmingham, AL 35201-1463

Mulvehill Service Company  
2604 Decatur Highway  
Gardendale, AL 35071-2116

NDS  
P.O. Box 382693  
Birmingham, AL 35238-2693

New Breed Products  
P.O. Box 1781  
Bessemer, AL 35021-1781

NexAir LLC  
P.O. Box 125  
Memphis, TN 38101-0125

O'Neal Steel, Inc.  
P.O. Box 934243  
Atlanta, GA 31193-4243

Ohio Grating, Inc.  
5299 Southway Street SW  
Canton, OH 44706-1992

P&R Metals, Inc.  
4017 Richard Arrington Blvd N  
Birmingham, AL 35212-1101

PPG Architectural Finishes Inc  
PO Box 536864  
Atlanta, GA 30353-6864

Paul Reaves  
1622 San Giovanni Drive  
Miramar Beach, FL 32550-5812

Paul Reaves  
2816 Berkeley Drive  
Birmingham, AL 35242-4100

Phoenix Metals Company  
P.O. Box 932589  
Atlanta, GA 31193-2589

Principal Financial Group  
PLIC-SBD Grand Island  
P.O. Box 10372  
Des Moines, IA 50306-0372

RJ Young Company  
809 Division St  
Nashville TN 37203-4145

RangeWay Carriers, LLC  
Corporate Billing  
Dept. 100 P.O. Box 830604  
Birmingham, AL 35283-0604

Research Solutions  
P.O. Box 1667  
Pelham, AL 35124-5667

Research Solutions Group, Inc.  
PO Box 1667  
Pelham, AL 35124-5667

Richardson Hardware Co.,  
1840 Pinson Street  
Tarrant, AL 35217-2418

Robert J Young Company, LLC  
MSC 7511  
P.O. Box 415000  
Nashville, TN 37241-7511

Rolled Alloys, Inc.  
Dept 33901  
P.O. Box 67000  
Detroit, MI 48267-0339

Saginaw Pipe  
Department 3316  
P.O. Box 2153  
Birmingham, AL 35287-3316

Secretary of the Treasury  
1500 Pennsylvania Ave. NW  
Washington, DC 20220-0001

Shred-It USA Birmingham  
P.O. Box 13574  
New York, NY 10087-3574

Shred-It USA LLC  
7734 S 133rd Street  
Omaha, NE 68138-3499

SouthEast Crane and Hoist  
P.O. Box 1207  
Pell City, AL 35125-5207

Southern Bank  
221 South 6th Street South  
Gadsden, AL 35901-4102

Southern Gas & Supply of Birmingham LLC  
125 Thruway Park  
Broussard, LA 70518-3601

Southern Gas and Supply of Birmingham LLC  
Attn: Lisa Gintz/Cheryl Smith  
4709 Bluebonnet Blvd., Suite A  
Baton Rouge, LA 70809-9655

State Department of Revenue  
P O Box 1927  
Pelham, AL 35124-5927

State of Alabama Dept. of Revenue  
P O Box 320001  
Montgomery, AL 36132-0001

Stewart Supply Company Inc.  
2068 Valleydale Terrace  
Birmingham, AL 35244-1726

TNEMEC Company, Inc.  
6800 Corporate Drive  
Kansas City, MO 64120-1372

The A588 & A572 Steel Company  
PO BOX 654013  
Dallas, TX 75265-4013

The Stewart Organization, Inc.  
P.O. Box 43427  
Birmingham, AL 35243-0427

Tnemec Company, Inc.  
P.O. Box 843797  
Dallas, TX 75284-3797

Turner Supply Company  
Dept. AT 952976  
Atlanta, GA 31192-2976

US Securities and Exchange Commission  
Atlanta Regional Office Suite 900  
950 East Paces Ferry Road  
Atlanta, GA 30326-1180

United Conveyor Company  
2100 Norman Drive West  
Waukegan, IL 60085-6753

United Rentals, Inc.  
Attn: James Griffin  
6125 Lakeview Road #300  
Charlotte, NC 28269-2616

United Rentals, Inc.  
P.O. Box 100711  
Atlanta, GA 30384-0711

United States Attorney  
Northern District of Alabama  
1801 Fourth Avenue North  
Birmingham, AL 35203-2101

Valmont Industries, Inc.  
Birmingham Galvanizing  
P. O. Box 101021  
Atlanta, GA 30392-1021

Vision Service Plan  
P.O. Box 742788  
Los Angeles, CA 90074-2788

Vulcan Industrial Supply  
2790 Pinson Valley Parkway  
Birmingham, AL 35217-1841

W-T Machine & Welding  
3801 Industrial Drive  
Birmingham, AL 35217-1375

Warehouse Equipment and Supply  
116 W. Park Drive  
P.O. Box 19808  
Birmingham, AL 35219-0808

Warren Averett Kimbrough & Marino LLC  
2500 Action Road  
Birmingham, AL 35243-4219

Weld Wire Company Inc  
103 Queens Drive  
P.O. Box 60340  
King of Prussia, PA 19406-0340

WhiteFab, Inc.  
P.O. Box 36967  
Birmingham, AL 35236-6967

William J. Lowery  
1240 Main Street  
Gardendale, AL 35071-2494

Wurth House of Threads, Inc.  
144 Industrial Drive  
Birmingham, AL 35211-4466

J. Thomas Corbett  
Bankruptcy Administrator  
1800 5th Avenue North  
Birmingham, AL 35203-2111

Jon A Dudeck  
Bankruptcy Administrator-Bham Office  
1800 5th Ave N Rm 132  
Birmingham, AL 35203-2126

Lee R. Benton  
Benton & Centeno, LLP  
2019 Third Avenue North  
Birmingham, AL 35203-3301

Samuel Stephens  
Benton & Centeno, LLP  
2019 Third Avenue North  
Birmingham, AL 35203-3301

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Iberia Bank  
P.O. Box 12440  
New Iberia, LA 70562

Internal Revenue Service  
801 Tom Martin Dr.  
Birmingham, AL 35211

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)P & R Metals, Inc.

(d)AMERICAN EXPRESS BANK, FSB  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

(d)Applied Technical Services, Inc  
1049 Triad Court  
Marietta, GA 30062-2259

(u)Employee Vacation Accrual

(u)Hamon Research-Cottrell, Inc.  
P.O. Box 1500  
Somervil

(d)Southern Bank Company  
221 South 6th Street South  
Gadsden, AL 35901-4102

(d)W-T Machine & Welding, Inc.  
3801 Industrial Drive  
Birmingham, AL 35217-1375

End of Label Matrix  
Mailable recipients 141  
Bypassed recipients 7  
Total 148

# **Exhibit A**

Kristen N. Nichols

Writer's Direct Dial: (843) 576-2836  
Writer's Direct Fax: (843) 577-1659  
Email: knichols@turnerpadget.com

December 20, 2017~~December 14, 2017~~

Via E-mail Only

Mr. Ben Lyon  
Southeastern Plateworks, LLC  
[blyon@southeasternplateworks.com](mailto:blyon@southeasternplateworks.com)

Re: South Carolina Mechanic's Lien Litigation

Dear Mr. Lyon:

Subject to Bankruptcy Court approval of our representation and its terms, we welcome Southeastern Plateworks, LLC as a client and confirm the engagement of Turner Padget Graham & Laney in accordance with the terms of this letter. We are grateful for the opportunity to serve Southeastern Plateworks, LLC and shall strive to provide Southeastern Plateworks, LLC with effective and efficient legal services. Ultimately, satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. Please let us know if you have any questions regarding any aspect of the matters the firm is handling for Southeastern Plateworks, LLC

Our firm believes that one of the best first steps toward an effective attorney-client relationship is an engagement letter that explains our services. To that end, we send this letter describing the terms under which we agree to provide legal services, effective upon receipt from you of an executed copy of this letter but subject to Bankruptcy Court approval in the case of Southeastern Plateworks, LLC, BK No. 17-04113-DSC-11. We ask that you read this letter carefully and ask us any questions you may have.

Turner Padget's client will be the Chapter 11 Bankruptcy estate of Southeastern Plateworks, LLC. We have not been requested to, nor do we, by this letter, undertake representation of any other company, business, person, officer, director, employee, or parent, subsidiary, or affiliated entity.

#### Scope of representation

Based on our understanding, our engagement will involve assistance with filing a mechanics lien or bond claim for materials fabricated and delivered to a jobsite in Cross, Berkeley County, South Carolina. We understand that from time to time Southeastern Plateworks, LLC may request that we provide legal services as to other matters. We will be

pleased to provide such services, subject to reaching a mutual written understanding as to the nature and scope of the services to be provided and our determination that we may undertake the

## TURNER PADGET

representation in accordance with applicable standards of professional responsibility and ethics. Please be advised that we are not currently engaged to provide Southeastern Plateworks, LLC with any type of tax counsel.

Unless directed otherwise, you will be our primary contact with responsibility for Southeastern Plateworks, LLC matters, and we will direct our communications to you unless and until instructed otherwise.

We will act on Southeastern Plateworks, LLC's behalf in all reasonable respects. Any advices on our part concerning the outcome of legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are limited by our knowledge of the facts and are based on the law and the facts known to us at the time they are expressed.

We will keep Southeastern Plateworks, LLC and its counsel advised of the status of this matter and of significant developments as they occur. We ask that Southeastern Plateworks, LLC keep us advised of changes or developments that might affect the matters within the scope of our representation.

Kristen N. Nichols and Ian D. McVey will be the attorneys at Turner Padget primarily responsible for this and other Southeastern Plateworks, LLC matters, including staffing and billing. They may be assisted by other attorneys and professionals as needed. We have a number of attorneys and professionals within the firm with various capabilities. Depending upon the particular issues with which we might be involved in the future with this matter, when attention by one of these other individuals would most effectively and efficiently serve Southeastern Plateworks, LLC's interests, such individuals will become involved.

The firm's fee structure is based upon hourly rates for all attorneys, paralegals and law clerks. Our hourly rates for attorneys will be billed according to the following schedule: Ian McVey will bill at a rate of \$275 per hour; Kristen Nichols will bill at the rate of \$250 per hour; and Paralegals and law clerks bill at the rate of \$125 per hour. On the first of each succeeding year, Turner Padget may change its billing rates for its attorneys and other professionals. All attorneys, paralegals, and law clerks record time expended on hourly fee matters in increments of one-tenth of an hour, which serve as the basis for the hourly charges. Travel will be billed at the attorney's hourly rate as defined above. Time will be kept in one-tenth of an hour increments, kept contemporaneous with the described services.

Should it be necessary to use other attorneys or professionals, they will be billed at their regular hourly rates. Additionally, all costs incurred in the handling of the file which are passed on to the client are itemized on the statement. Such costs may include fees for expert witnesses,

consultants, travel, computer legal research, court reporters and couriers. Expenses for third party services exceeding \$100.00 will be submitted to Southeastern Plateworks, LLC for direct payment to the vendor, rather than included on our statement. Upon Bankruptcy Court approval, and in conformity with our Court approved Application, we would appreciate Southeastern Plateworks, LLC paying any invoices we send in a prompt fashion.

## TURNER PADGET

We will submit our bills directly, on a monthly basis, itemizing any charges advanced on Southeastern Plateworks, LLC's behalf. Our bills will be formatted to identify the date upon which tasks are performed, a general description of the work performed on that date, and the time expended for such daily work. Bills will include the time reasonably required if anyone in our firm is requested to testify about the subject matter of our representation.

Southeastern Plateworks, LLC will be billed on a monthly basis for attorney and other professional time, as well as for costs incurred. We reserve the right to charge one percent (1%) interest per month on all unpaid balances after thirty days. We will provide notice to Southeastern Plateworks, LLC if the approved billing account for this matter becomes delinquent, and Southeastern Plateworks, LLC agrees to promptly bring the account current. If the delinquency continues and payment terms are not arranged that are satisfactory to us, we may seek to withdraw from representation in a manner which is consistent with applicable rules of professional conduct. Southeastern Plateworks, LLC agrees to pay the costs of collecting the outstanding debt, including court costs, filing fees, and reasonable attorney's fees.

Our fees and expenses are not contingent upon the final resolution of this matter. In conformity with and Court approved Application, our invoices are payable upon receipt. Billing concerns are best resolved promptly while the activities are easily recalled. For that reason, you agree to carefully read all invoices and promptly notify us, in writing, of any claimed errors or discrepancies within thirty days from the invoice date.

In the unlikely event that we are required to institute legal proceedings to collect fees and disbursements, the prevailing party will be entitled to reasonable attorney fees and other costs of collection.

At all times, Southeastern Plateworks, LLC has the right to terminate our engagement upon notice to us, but such termination shall not affect Southeastern Plateworks, LLC's obligation to pay for all approved services rendered and expenses incurred prior to the time of such termination and in connection with an orderly transition of the matter.

We reserve the right to request the Court allow us to withdraw from our representation of any client upon reasonable notice if our fees and expenses are not paid when due under the terms of our engagement; or if any other material terms of our engagement are not honored by Southeastern Plateworks, LLC; or if Southeastern Plateworks, LLC does not reasonably cooperate with us or follow our advice as we deem necessary for us to perform our engagement.



properly; or if such withdrawal is otherwise required by applicable rules of professional conduct. Upon such withdrawal, Southeastern Plateworks, LLC shall continue to be obligated to pay for all approved services rendered and expenses incurred prior to the effectiveness of such withdrawal.

## TURNER PADGET

If our engagement is terminated by you, or if we withdraw from representation, we expect you to take all steps necessary to free us of any obligation to perform further services, including the execution and filing of any papers necessary to terminate our representation or affect our withdrawal.

Upon conclusion of this engagement, we will maintain Southeastern Plateworks, LLC's file in accordance with our records retention policy. Generally, after seven (7) years, files are destroyed.

Also, our engagement will be deemed ended, unless there is a subsequent request that we perform additional services for Southeastern Plateworks, LLC.

If the provisions as set forth in this letter are acceptable, please sign below, keep a copy for yourself, and return the original signed letter to us via email. A photocopy, scanned, or facsimile copy of this letter and signatures shall have the same force and effect as an original. Please note that we will not begin substantive work on the file until the engagement letter is remitted even before Court approval, but upon a requested *nunc pro tunc* basis. We are very appreciative of the opportunity to assist Southeastern Plateworks, LLC with its legal needs.

Very truly yours,

TURNER PADGET GRAHAM & LANEY P.A.

Kristen N. Nichols

I agree with the terms as outlined in this letter.

Southeastern Plateworks, LLC

By: BEN LYON  
Its: GENERAL MANAGER

Date 12/20/17



# Turner | Padget

**Kristen N. Nichols**

Writer's Direct Dial: (843) 576-2836  
Writer's Direct Fax: (843) 577-1659  
Email: knichols@turnerpadget.com

December 14, 2017

VIA EMAIL: blyon@southeasternplateworks.com

Southeastern Plateworks, LLC

ATTN: Ben Lyon

4466 Pinson Valley Parkway

Birmingham, AL 35215

Re: South Carolina Mechanic's Lien Litigation

Dear Ben:

This correspondence follows our earlier communication wherein I requested a conflict waiver for Turner Padget Graham & Laney, P.A. in the above-referenced matter. As you know, Southeastern Plateworks, LLC ("SEPW") has retained this firm to represent it in a mechanic's lien action against Commonwealth Dynamics, LTD with regard to a project on property owned by the South Carolina Public Service Authority ("Santee Cooper") in Berkeley County, South Carolina. As I disclosed in my earlier communication, this firm currently represents the South Carolina Public Service Authority ("Santee Cooper") in certain matters before the South Carolina Workers' Compensation Commission. Any action filed will likely require the naming of Santee Cooper as party as it is part owner of the real property.

Rule 1.7(b) of the South Carolina Rule of Professional Conduct provides, in pertinent part, as follows:

- Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
  - (2) the representation is not prohibited by law;
  - (3) the representation does not involve the assertion of a claim by one client against another client in the same litigation or other proceeding before a tribunal; and each affected client gives informed consent, confirmed in writing.

As I have indicated, this firm believes it can continue to competently represent SEPW in the Mechanic's Lien action while we handle Santee Cooper's Workers' Compensation matters.

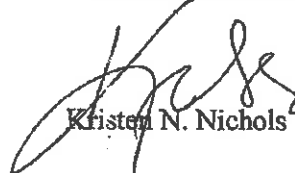
The representations are separate and distinct and handled by different members of our firm. We further believe that this representation is not prohibited by law nor does it require us to assert a claim by one client against the other in the same litigation or proceeding. We would, therefore, respectfully request that SEPW acknowledge the disclosure of these conflicts and consent to the waiver of same. I have affixed a signature block below for your consent and appreciate your agreeing to do so. I also appreciate your continuing confidence in Turner Padget Graham & Laney, P.A.

Please do not hesitate to contact me should you have any questions.

With kind regards, I am

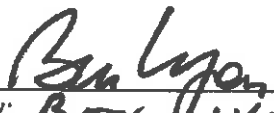
Yours truly,

TURNER PADGET GRAHAM & LANEY, P.A.

  
Kristen N. Nichols

**I ACKNOWLEDGE THE DISCLOSURE OF THE CONFLICT OF INTEREST AS SET FORTH ABOVE AND CONSENT TO WAIVE SAID CONFLICT.**

**SOUTHEASTERN PLATEWORKS, LLC**

  
By: **BEN LYON**  
Its: **GENERAL MANAGER**  
Date: **12/14/17**